

Richard A. Helsel, Helsel Contracting vs. Richard T. Hughes, Catherine L. Hughes, Hughes Engineering

Civil Other

Date		Judge
05/18/2005	New Case Filed.	No Judge
	✓ Filing: Civil Complaint Paid by: Koerber, Jr., Dwight L. (attorney for Helsel, Richard A.) Receipt number: 1901434 Dated: 05/18/2005 Amount: \$85.00 (Check) 4 Cert. to Atty.	No Judge
05/23/2005	✓ Acceptance of Service, John R. Ryan, Esquire, on behalf of the Defendants in this case accepts service of Complaint. Filed by s/ Dwight L. Koerber, Jr., Esquire 4CC Atty Koerber	No Judge
05/26/2005	✓ Preliminary Objections, filed by s/ John R. Ryan, Esquire. 3CC Atty. Ryan	No Judge
05/27/2005	✓ Certificate of Service, Copy of Preliminary Objections and a certified copy of Praecipe for Argument on behalf of Defendants served upon Dwight L. Koerber, Jr., Esq. Filed By John R. Ryan, Atty. No CC.	No Judge
06/22/2005	✓ Order, this 22nd day of June, 2005, upon consideration of the Preliminary Objections, Rule made returnable the 18th day of July, 2005 at 10:00 a.m. in Courtroom no. 2. /s/ Paul E. Cherry, Judge. 5cc Atty. Ryan	Paul E. Cherry
	✓ Praecipe For Argument, filed by s/ John R. Ryan, Esquire. 3CC Atty. Ryan	Paul E. Cherry
06/24/2005	✓ Motion for Continuance, filed by s/Dwight L. Koerber, Jr., Esq. Three CC Attorney Koerber	Paul E. Cherry
06/28/2005	✓ Certificate of Service of the Order granting a continuance in the above-captioned matter upon counsel for Defendants filed by s/ Dwight L. Koerber Jr Esquire. 3cc atty Koerber	Paul E. Cherry
	✓ Order, this 27th day of June, 2005, Ordered that a continuance is granted for argument on Preliminary Objections. Argument is scheduled for the 15th day of August, 2005 at 9:00 a.m. in Courtroom No. 2. By the Court: /s/ Paul E. Cherry, Judge. 3CC atty Koerber	Paul E. Cherry
08/12/2005	✓ Praecipe to Withdraw Preliminary Objections, filed. 3 Cert. to Atty.	Paul E. Cherry

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

*

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Vs.

*

Docket No. 2005-722-CP

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

*

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Type of Pleading:
COMPLAINT

Filed on behalf of:
Plaintiff:
Richard A. Helsel, t/d/b/a
Helsel Contracting

Counsel of record for this party:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

110 North Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

MAY 18 2005

13:15
William A. Snaw

Prothonotary/Clerk of Courts

1 sent to Agt

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

*

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Vs.

*

Docket No.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

*

*

COMPLAINT

COMES NOW Richard A. Helsel, t/d/b/a Helsel Contracting, referred to hereinafter as "Plaintiff", by and through his attorney, Dwight L. Koerber, Jr., Esquire, and files the within Complaint against Richard T. Hughes, Catherine L. Hughes, husband and wife, and Hughes Engineering. In support thereof, Plaintiff avers and shows as follows.

1. Plaintiff is Richard A. Helsel, who trades and does business under the name of Helsel Contracting.
2. Plaintiff operates a construction business, known as Helsel Contracting, whose address is 216 Power Avenue, Clearfield, PA 16830.
3. Defendants Richard T. Hughes and Catherine L. Hughes are husband and wife, and reside at 732 South Second Street, Clearfield, PA 16830.

4. Defendants Richard T. Hughes and Catherine L. Hughes are the owners of a certain parcel of real estate, with improvements erected thereon, bearing an address of Hughes Engineering, 107 Front Street, Clearfield, PA 16830, which is also known as Lot #19 in the plan of the Borough of Clearfield, as more fully identified by Special Warranty Deed dated October 8, 2004, identified as Instrument No. 200416509, and Quit Claim Deed dated October 14, 2004, Instrument No. 200418854. This real estate is referred to throughout this Complaint as "Said Property".

5. Attached hereto as Exhibits A and B are true and correct copies of the deeds identified in paragraph 4, above.

COUNT I

The allegations set forth in paragraphs 1 through 5 are incorporated by reference as though set forth in full.

6. Hughes Engineering is a proprietorship owned by Richard T. Hughes, which employs a certain staff of individuals and engages in providing professional services, including engineering services to the public. Hughes Engineering currently has its offices at 107 Front Street, Clearfield, PA 16830 and occupies the premises which are identified by the deeds attached hereto as Exhibits A and B.

7. Plaintiff believes, and therefore avers, that Hughes Engineering is occupying all or the majority of the premises in the building located on Said Property, which it identifies as the offices of Hughes Engineering.

8. Acting as an agent for the owners of Said Property, which are Defendants

Richard T. Hughes and Catherine L. Hughes, and also acting for itself as the occupant and designer of certain improvements that apply to Said Property, Hughes Engineering entered into a contract with Plaintiff covering Said Property, such contract being dated October 18, 2004.

9. Attached hereto as Exhibit C is a true and correct copy of the October 18, 2004 contract.

10. The nature of the work to be performed under the October 18, 2004 contract was to remodel the new offices of Defendant Hughes Engineering on the Said Property, at 107 Front Street, Clearfield, PA, as well as to make certain long-term major improvements in the Said Property.

11. When Plaintiff entered into the October 18, 2004 contract with Defendant Hughes Engineering, Plaintiff did so with the assumption that he was also contracting with the owners of the property, as the nature of the work performed was to enhance and increase the overall value of the property at 107 Front Street, Clearfield, PA, as well as to meet the specific design criteria set forth that would adapt the building for the special intentions and purposes of Defendant Hughes Engineering.

12. In entering into the contract dated October 18, 2004, the parties were entering into a contract which essentially identified Plaintiff as the contractor and Defendants Richard T. Hughes, Catherine L. Hughes and Hughes Engineering as the owner. When the word "Defendants" is used it therefore applies to all three individually named parties.

13. Plaintiff began working on the remodeling project at 107 Front Street, Clearfield, PA immediately upon completion of the financing that Defendants undertook with Northwest Bank when they executed a mortgage to obtain funds for the work to be done on the property at 107 Front Street, Clearfield, PA.
14. Very shortly after the project began, Defendants designated a person named Chris Bohley, an employee for Hughes Engineering, as the representative of the owners of the building to work with Plaintiff in order to complete the remodeling project.
15. As the project unfolded, Defendants requested that a wide range of additional work be performed above and beyond that which was identified in the October 18, 2004 contract. This additional work is referred to collectively herein as "add-on" work.
16. Plaintiff and Defendants initially attempted to agree upon a specific price for the different elements of the add-on work, but as the project unfolded, it became impractical to do so, and Plaintiff routinely agreed to perform additional work in accordance with the requests made by Chris Bohley, with the understanding that Plaintiff would charge and be paid a fair and reasonable charge for such services.
17. All of the additional add-on work that Plaintiff performed was done at the request and/or specific approval of the owners' representative, Mr. Bohley.
18. Attached hereto as Exhibit D is a list of the extra work that was performed on the remodeling project at the Said Property at 107 Front Street, Clearfield, PA.

19. All of the work itemized in Exhibit D is work that was beyond the work covered by the October 18, 2004 written contract.

20. For all of the work listed in Exhibit D, Defendants either expressly or impliedly agreed to pay the fair and reasonable value for these services.

21. While the project was underway, Plaintiff made a request for a partial payment covering the project at 107 Front Street, Clearfield, PA, and did so without any reference to the change orders that were either impliedly or expressly agreed to covering the additional work being performed, as identified in Exhibit D, attached hereto.

22. Attached hereto as Exhibit E is a copy of the November 1, 2004 invoice Plaintiff presented to Defendants, with the invoice making clear that it represented an invoice for one-half the work on the project, without change orders.

23. Defendants paid the November 1, 2004 invoice, doing so in furtherance of the recognition that additional work was being performed beyond the written contract, thereby requiring additional payment to be made.

24. When the project reached the point of substantial completion, Plaintiff presented an additional invoice to Defendants dated January 12, 2005, a copy of which is attached hereto as Exhibit F. Because of the time exigencies involved, Plaintiff presented the invoice without full awareness of all of the work that had been performed beyond the scope of the October 18, 2004 written contract, as the invoices for

additional materials and the itemization of additional labor hours had not yet been completely finalized.

25. Defendants made partial payment of the invoice dated January 12, 2005, and when Plaintiff requested an explanation as to why full payment was not made, Defendants stated that they had run out of money and would be making arrangements to borrow additional money to make full payment.

26. After having a further opportunity to review his records and to receive statements covering the cost of materials that had been necessary in order to perform the extensive "add-on" work that was performed, as set forth in Exhibit D, attached hereto, Plaintiff presented a final invoice to Defendants covering the full scope of the work performed on the remodeling project for Defendants at 107 Front Street, Clearfield, PA. Attached hereto as Exhibit G is a copy of that invoice, which is dated February 1, 2005, showing that there is a total unpaid balance of \$41,650.66.

27. Plaintiff has made demands of Defendants that they pay the balance owed for the remodeling project at 107 Front Street, Clearfield, PA, such amount being \$41,650.66, and Defendants have failed and refused to make payment.

28. As a result of the refusal of Defendants to make payment, Plaintiff filed a Mechanics' Lien Claim with the Court of Common Pleas of Clearfield County, in Docket Number 2005-215-CD. It is Plaintiff's intention to have the Mechanics' Lien Claim and the present breach of contract claim consolidated, at a future appropriate date.

29. Defendants are indebted to Plaintiff for \$41,650.66 for remodeling work Plaintiff performed on Said Property.

WHEREFORE, Plaintiff prays that judgment be entered in his favor and against Defendants in the amount of \$41,650.66, plus costs, interest, and attorney's fees as outlined in Count III.

COUNT II
UNJUST ENRICHMENT (ALTERNATE COUNT)

The allegations in paragraphs 1 through 29 are incorporated by reference as though set forth in full.

30. As a result of Plaintiff's ongoing relationship with Defendants, and in view of the fact that he was on site at the 107 Front Street property performing work pursuant to the October 18, 2004 written contract, Plaintiff agreed to perform additional work for the remodeling project at the property that was beyond the scope of the written contract itself.

31. Plaintiff did so without a formal written change order, knowing that time elements, and the large amount of additional work, would make it difficult to have everything in writing prior to the time that the work was done.

32. The work which Plaintiff performed improved the value, appearance and/or functionality of the property at 107 Front Street, and produced a benefit to Defendants.

33. Defendants have acknowledged that the work that was performed was above and beyond the scope of the October 18, 2004 written contract.

34. Despite their acknowledgement that the work was above and beyond the scope of the October 18, 2004 written contract, Defendants have failed and refused to make payment for the additional work performed.

35. Attached hereto as Exhibit D is a true and correct copy of the itemization that Plaintiff presented to Defendants, outlining the additional work performed.

36. On their own, and without any meaningful input from Plaintiff, and without consideration of the cost of the materials and the labor involved, Defendants unilaterally listed the additional work itemized by Plaintiff and set forth the amount of money that they would be willing to pay for the various add-on projects.

37. Attached hereto as Exhibit H is a true and correct copy of the itemization that Defendants set forth on the additional work that Plaintiff performed.

38. The itemization listed by Defendants, as set forth in Exhibit H, is self-serving and unrealistically low.

39. To permit Defendants to pay only that amount of money which they have proposed, as set forth in Exhibit H, would enrich them unjustly, at Plaintiff's expense.

40. The true and correct value of the additional work performed by Plaintiff has been itemized and listed separately by Plaintiff, producing a total net value of the additional work performed on the project of \$40,110.85.

41. Attached hereto as Exhibit I is a true and correct copy of the itemization prepared by Plaintiff, showing the true and correct value of the additional work performed by Plaintiff on the remodeling project at the 107 Front Street property.

42. Plaintiff has made demand of Defendants that they pay the additional sum of money, in the amount of \$40,110.85, covering the work identified in Exhibits D, H, and I, attached hereto, but Defendants have failed and refused to make payment.

WHEREFORE, Plaintiff prays that judgment be entered in his favor and against Defendants in the amount of \$40,110.85, plus interest and cost of suit and attorney's fees as set forth in Count III.

COUNT III
**ADDITIONAL PAYMENTS OWED UNDER CONTRACTOR
AND SUBCONTRACTOR PAYMENT ACT
(APPLIES TO COUNT I AND COUNT II)**

Paragraphs 1 through 42 are incorporated by reference as though set forth in full.

43. In addition to the sums of money owed under Count I and Count II herein, Plaintiff seeks compensation pursuant to the provisions of the Contractor and Subcontractor Payment Act, at 73 P.S. § 501, et seq.

44. Defendants have failed to make payment pursuant to the terms set forth at 73 P.S. § 505 of the Contractor and Subcontractor Payment Act pertaining to the owner's payment obligations. Section 505 of the Act requires Defendants to pay

interest at the rate of 1% per month on the unpaid balance which is due and owing to Plaintiff.

45. Pursuant to Section 512 of the Contractor and Subcontractor Payment Act, the failure of Defendants to comply with the Act results in a penalty of 1% per month on the unpaid balance being due and owing to Plaintiff.

46. Pursuant to Section 512 of the Contractor and Subcontractor Payment Act, Plaintiff seeks attorney's fees, as it has been necessary for Plaintiff to pursue litigation in order to receive payment.

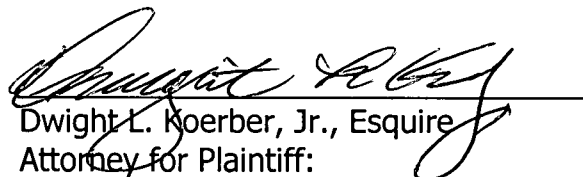
47. The date upon which Plaintiff presented its billing, for the purposes of being paid pursuant to the mortgage loan of Defendants, was January 12, 2005. It was Plaintiff's understanding that full payment was due and owing at that time. However, for the sake of making calculations simplified where interest and penalties are involved, Plaintiff hereby specifies the due date for beginning interest at 1% per month and for beginning penalties at an additional 1% as February 1, 2005.

48. As noted in paragraph 46 above Plaintiff seeks attorney's fees. In measuring his entitlement to attorney's fees, Plaintiff would point out that as of April 26, 2005, Defendants acknowledged that they owed the sum of \$23,000.00 for the work performed under the October 18, 2004 written contract and the add-on work beyond that. Attached hereto as Exhibit J is a true and correct copy of the letter from Defendants attorney acknowledging that sum of money as being owed.

49. It is Plaintiff's position that when Defendants have acknowledged under their "best case" scenario that their indebted in the amount of \$23,000.00 to Plaintiff, and when they fail and refuse to make payment of that indebtedness, that Defendants are estopped from even arguing that they are not obligated to make payment of 12% interest, 12% penalties, and attorney's fees, as covered by the Contractor and Subcontractor Payment Act.

WHEREFORE, Plaintiff prays that in Count I and Count II judgment be entered in his favor and against Defendants for interest at the rate of 1% per month on the unpaid balance extending from February 1, 2005; that in Count I and Count II judgment be entered in his favor and against Defendants for penalties of 1% per month on the unpaid balance extending from February 1, 2005; and that Plaintiff be awarded reasonable attorney's fees.

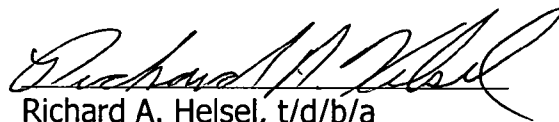
Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dwight L. Koerber, Jr.", is written over a horizontal line.

Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff:
Richard A. Helsel, t/d/b/a Helsel Contracting

VERIFICATION

I certify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Richard A. Helsel", written over a horizontal line.

Richard A. Helsel, t/d/b/a
Helsel Contracting

EXHIBIT A

Attached hereto as Exhibit A is a copy of the Special Warranty Deed dated October 8, 2004, identified as Instrument No. 200416509.

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy

P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

BELIN & KUBISTA
P.O. BOX 1
CLEARFIELD, PA 16830

Instrument Number - 200416509

Recorded On 10/8/2004 At 10:57:01 AM

* Instrument Type - DEED

* Total Pages - 5

Invoice Number - 118894

* Grantor - ALOJIPAN, LIWAYWAY

* Grantee - HUGHES, RICHARD T

* Customer - BELIN & KUBISTA

*** FEES**

STATE TRANSFER TAX	\$950.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER	\$13.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
CLEARFIELD AREA SCHOOLS	\$475.00
CLEARFIELD BOROUGH	\$475.00
TOTAL	\$1,928.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INDENTURE

MADE the 8th day of October, 2004, between **RAMON ALOJIPAN**, individually, and as Attorney-in-fact for **LIWAYWAY ALOJIPAN**, his wife, of Clearfield, Clearfield County, Pennsylvania, 16830, party of the first part, hereinafter referred to as the **GRANTOR**,

A N D

RICHARD T. HUGHES and CATHERINE L. HUGHES, husband and wife, of 732 S. Second Street, Clearfield, Clearfield County, Pennsylvania, 16830, as tenants by the entireties, parties of the second part, hereinafter referred to as the **GRANTEES**:

WITNESSETH, that the said party of the first part, in consideration of the sum of NINETY-FIVE THOUSAND AND 00/100 (\$95,000.00) DOLLARS to him now paid by the said parties of the second part, does grant, bargain, sell and convey unto the said parties of the second part, their heirs, executors and assigns,

ALL those two certain pieces or parcels of land, together with all improvements thereon, situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: On the North by Lot No. 18; on the South by Lot No. 20; on the West by Front Street, and on the East by an alley, and known as Lot No. 19 in the plan of said Borough of Clearfield.

TOGETHER as a part of the grant, with the full, free and uninterrupted right to the use of the private alley as established by a certain agreement dated September 28, 1887, recorded at Clearfield, Pennsylvania, in Misc. Book "D", at page 85, between Aaron C. Tate and E. M. Sheurer; the intent being to vest in the party of the second part, his heirs and assigns all the rights of whatsoever kind that are vested in the grantors, with respect to said alley, which is particularly described in said recited agreement.

THIS DEED REGISTERED WITH
BOROUGH OF CLEARFIELD
Amelia K. Hines
Borough Secretary

BEING the same premises conveyed to Ramon Alojipan and Liwayway Alojipan by deed dated October 28, 1988, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County to Deed and Record Book 1251, page 275.

THE SECOND THEREOF: BEGINNING at a point on the East side of Front Street one hundred seven (107) feet North from an iron pin at the northeast corner of the intersection of Front and Locust Streets; thence in an easterly direction and parallel to Locust Street one hundred thirty-two and seven tenths (132.7) feet to a point; thence in a northerly direction and parallel to Front Street ten (10) feet to a point on other land of William W. Wrigley; thence by land of William W. Wrigley and parallel to Locust Street one hundred thirty-two and seven tenths (132.7) feet to Front Street; thence by the East side of Front Street South ten (10) feet to point and place of beginning.

BEING a ten (10) foot strip on the northerly side of the premises conveyed by William W. Wrigley to John W. Lytle. Said strip fronting ten (10) feet on Front Street, and extending an equal distance of ten (10) feet the entire length of the property one hundred thirty-two and seven tenths (132.7) feet.

AND BEING the same premises conveyed to Ramon Alojipan and Liwayway Alojipan by deed dated January 5, 1990, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County to Deed and Record Book 1321, page 140.

Liwayway Alojipan having granted a special power of attorney to her husband, Ramon Alojipan, Grantor herein, which is dated May 21, 1993, recorded in the Office of the Recorder of Deeds for Clearfield County to Deed and Record Book 1538, page 61.

with the appurtenances: ***TO HAVE AND TO HOLD*** the same unto and for the use of the said parties of the second part, his heirs, executors and assigns forever.

And the said party of the first part, for himself, his heirs, executors and assigns covenants with the said parties of the second part, their heirs, executors and assigns against all lawful claimants **SPECIALLY WARRANTS** the same and every part thereof to Warrant and Defend.

NOTICE—THIS DOCUMENT MAY NOT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED

OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

NOTICE

Grantee (hereinafter, whether one or more, called "Grantee") hereby states that he knows that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. (THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1996.)



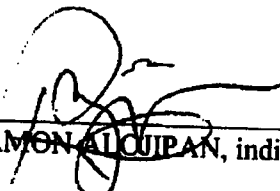
Richard T. Hughes



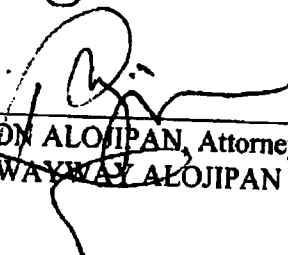
Catherine L. Hughes

WITNESS the hand and seal of the said party of the first part.

WITNESS:



RAMON ALAJIPAN, individually (SEAL)



RAMON ALAJIPAN, Attorney-in-fact
for LIWAYWAY ALAJIPAN (SEAL)


COMMONWEALTH OF PENNSYLVANIA

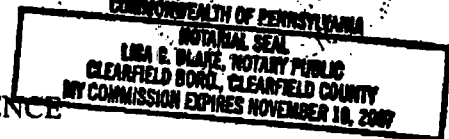
SS.

COUNTY OF CLEARFIELD

On this, the 8th day of October, 2004, before me, the undersigned officer, personally appeared **RAMON ALOJIPAN**, individually and as Attorney-in-fact for Liwayway Alojipan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
My Commission Expires:



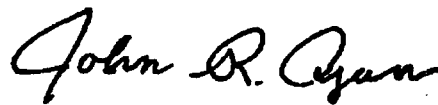
CERTIFICATE OF RESIDENCE

I, John R. Ryan, do hereby certify that the precise residence of the Grantees herein

is:

107 N. Front Street, Clearfield, PA 16830

Witness my hand this 8th day of October, 2004.



John R. Ryan
Attorney for Grantees

EXHIBIT B

Attached hereto as Exhibit B is a copy of the Quit Claim Deed dated October 14, 2004, identified as Instrument No. 200418854.

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No: 37898

***RETURN DOCUMENT TO:**

BELIN & KUBISTA
P.O. BOX 1
CLEARFIELD, PA 16830

Instrument Number - 200418854

Recorded On 11/19/2004 At 3:04:01 PM

* Instrument Type - DEED

* Total Pages - 4

Invoice Number - 120985

* Grantor - ALOJIPAN, LIWAYWAY

* Grantee - HUGHES, RICHARD T

* Customer - BELIN & KUBISTA

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

QUIT CLAIM DEED

MADE the ~~14th~~ day of ~~OCTOBER~~, 2004, LIWAYWAY ALOJIPAN, a married individual of Clearfield, Clearfield County, Pennsylvania, 16830, party of the first part, hereinafter referred to as the **GRANTOR**,

A N D

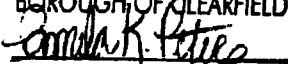
RICHARD T. HUGHES and CATHERINE L. HUGHES, husband and wife, of 732 S. Second Street, Clearfield, Clearfield County, Pennsylvania, 16830, as tenants by the entireties, parties of the second part, hereinafter referred to as the **GRANTEES**:

WITNESSETH, that the said party of the first part, in consideration of the sum of ONE DOLLAR (\$1.00) to her now paid by the said parties of the second part, does release and quit claim unto the said parties of the second part, their heirs, executors and assigns,

ALL that certain piece or parcel of land, together with all improvements thereon, situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the East side of Front Street one hundred seven (107) feet North from an iron pin at the northeast corner of the intersection of Front and Locust Streets; thence in an easterly direction and parallel to Locust Street one hundred thirty-two and seven tenths (132.7) feet to a point; thence in a northerly direction and parallel to Front Street ten (10) feet to a point on other land of William W. Wrigley; thence by land of William W. Wrigley and parallel to Locust Street one hundred thirty-two and seven tenths (132.7) feet to Front Street; thence by the East side of Front Street South ten (10) feet to point and place of beginning.

BEING a ten (10) foot strip on the northerly side of the premises conveyed by William W. Wrigley to John W. Lytle. Said strip fronting ten (10) feet on Front Street, and extending an equal distance of ten (10) feet the entire length of the property one hundred thirty-two and seven tenths (132.7) feet.

THIS DEED REGISTERED WITH
BOROUGH OF CLEARFIELD

Borough Secretary

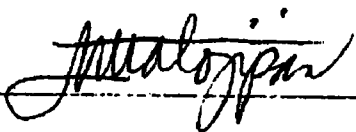
AND BEING the same premises conveyed to Ramon Alojipan and Liwayway Alojipan by deed dated January 5, 1990, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County to Deed and Record Book 1321, page 140.

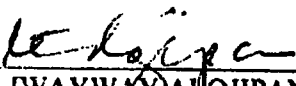
AND BEING the same premises conveyed to the Grantees herein by deed dated October 8, 2004, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument No. 2004 16509.

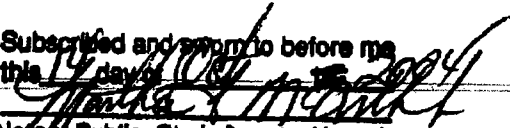
IT IS THE PURPOSE OF THIS DEED TO EXTINGUISH ANY AND ALL INTEREST WHICH THE GRANTOR MAY HAVE IN AND TO THE SUBJECT PREMISES.

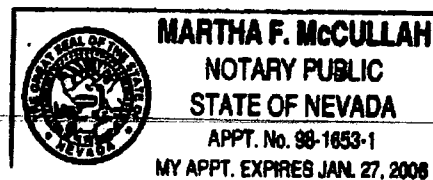
WITNESS the hand and seal of the said party of the first part.

WITNESS:



 (SEAL)
LIWAYWAY ALOJIPAN

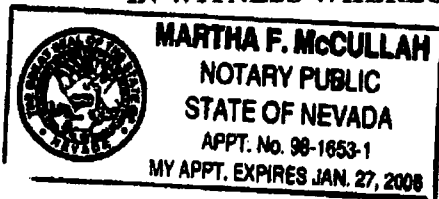
Subscribed and sworn to before me
this 17 day of October, 2004

Notary Public, Clark County, Nevada



STATE OF Nevada :
COUNTY OF Clark : SS.

On this, the 14 day of Oct, 2004, before me, the undersigned officer, personally appeared **LIWAYWAY ALOJIPAN**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Martha F. McCullah
Notary Public
My Commission Expires:

CERTIFICATE OF RESIDENCE

I, John R. Ryan, do hereby certify that the precise residence of the Grantees herein is:

732 S. Second Street, Clearfield, PA 16830

Witness my hand this 25th day of October, 2004.

John R. Ryan
John R. Ryan
Attorney for Grantees

EXHIBIT C

Attached hereto as Exhibit C is a true and correct copy of the October 18, 2004 contract.

HELSEL CONTRACTING

216 Power Avenue
Clearfield, PA 16830
Phone: 814-765-7730
Fax: 814-765-7739

Richard Helsel

October 18, 2004

Hughes Engineering
502 Krebs Avenue
Clearfield, PA 16830

Re: 107 Front Street

Gentlemen;

We are pleased to provide you with a price to remodel you new office located at 107 Front Street.

We propose the following:

- Strip and shingle the roof, with rubber roofing in the flat spot
- Removing the skylights
- Removing the outside stairs and replace with siding
- Paint Eaves
- New gutter and downspouts
- 4 new garage doors
- Stripping and power washing the exterior brick
- Strip and finish wood floors
- Paint ceiling, walls and woodwork
- Exterior stairs
- New wool insulation in attic

Room 101

- Build new wall as per the drawing

Room 102

- New door

Room 103

- Shelving

Room 105

- Steel beam
- New door
- Ceiling
- Build new wall as per the drawing

HELSEL CONTRACTING

216 Power Avenue
Clearfield, PA 16830
Phone: 814-765-7730
Fax: 814-765-7739

Richard Helsel

Room 106

Kitchen
Drop ceiling
Laminate floor

Room 107 & 111

New wall as per the drawing
Demolition and patching wall
Shelves
Laminate floor

Room 108

Demolition of wall
Repair floor at shower
Laminate Floor

Room 109

Repair foyer

The estimated cost for the above is \$72,1200.00. The prices does not include any electrical or plumbing.

Thank you for the opportunity to provide you with this price. If you have any questions, please do not hesitate to call.

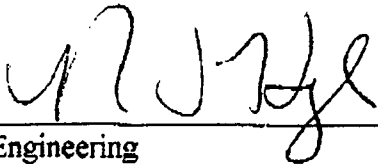
TOTAL COMPLETION
DECEMBER 1ST 2004 *KTH*

Sincerely,



Richard A. Helsel

Accepted by:



Hughes Engineering

Date

EXHIBIT D

Attached hereto as Exhibit D is a list of the extra work that was performed on the remodeling project at the Said Property at 107 Front Street, Clearfield, PA.

BREAKDOWN ON EXTRA'S FOR HUGHES OFFICE

Exterior:

- Repaired rotten roof sheeting with sheeting salvaged from another job to keep costs down
- Siding on the dormers was rotten in order to properly flash we sided the dormers and installed soffitt and fascia to match the rest of the building
- Due to rotten lumber at the eve lines we trimmed the roof sheeting back and installed 2 x 6 fascia boards covered with aluminum, vinyl soffitt, and freeze board covered with aluminum
- The scrolls under the roof was painted with 2 colors instead of one color
- 2 additional coats of paint stripper to brick - the test patches were approved and priced with 2 coats prior to contract
- Paint block on front porch
- Painted stone capping on front porch
- New base trim around all porch columns
- Painted the porch 3 colors
- Remove silicone found in porch floor seams after linoleum was removed
- Patch rotten spot in porch floor
- Painted porch floor

• Interior:

- Room 101:
- Strip wallpaper and repair walls
- Laminate sill at sliding window instead of oak
- Shorten front window
- Hand make window sills
- Support transom window
- Removed chair rail used as crown mold and patched ceiling
- All new base shoe
- Painted radiator cover 2 colors

Room 102:

- Same window change as in room 101
- Repaired areas where ceilings were falling down
- Strip wallpaper and repair walls
- Jacked up and braced floor under radiator
- All new base shoe
- Removed chair rail used as crown mold and patched ceiling
- Installed new chair rail

- Painted radiator cover 2 colors

Room 103:

- Trim and paint wallpaper around murals
- Patched area of ceiling that was falling down
- Hand made shoe base for around curves
- Molding around fireplace
- Refit doors in china closet
- Room 104:
- Strip wallpaper and repair walls
- Painted radiator cover 2 colors

Room 105:

- Closed off 3 windows
- Insulated where windows were, drywalled and sided exterior
- Closed off door, and painted exterior
- Repaired large hole in ceiling using re-milled wood from closet, hole was hidden by dropped ceiling
- Stained glass removed from windows closed off and installed over remaining windows where stained glass was broken.
- Made pieces of base board
- Painted radiator cover 2 colors

Room 106:

- Redrywalled wall
- Repaired plumbing
- Added sink base cabinet, sink and faucets
- Drop ceiling

Room 107:

- painted radiator cover 2 colors
- Installed book shelves (supplied by owner)

Room 108:

- Move floor flange for toilet

Room 109:

- Replaced ceramic tile
- Door at the end of the hall
- Extensive ceiling repair in the hallway
- Painted radiator cover 2 colors

Other areas:

- Removed trim and chair rail, wire mold, and repaired wall up the stairs
- Made a restroom in the old laundry room, new fixtures, ceiling fan, mud sink, floor covering
- New door
- Ran plumbing to second floor for a laundry room upstairs

Room 111 in the restroom that was supposed to remain:

- Removed rest room fixtures and walls
- Repaired rotted floor joists, rotted studs, rotted subfloor
- Drywall
- Basement door
- Painted walls to brighten room

Room 112:

- Everything that we did except the garage doors is extra - demolition was put in dumpster

EXHIBIT E

Attached hereto as Exhibit E is a copy of the November 1, 2004 invoice Plaintiff presented to Defendants.

Helsel Contracting

216 Power Avenue
Clearfield, PA 16830

Invoice

Date	Invoice #
11/1/2004	1175

Bill To

Hughes Engineering
606 Krebs Ave.
Clearfield, PA 16830

PAID

Description	Amount
Billing for one half work on 107 North Front Street Office, without change orders	36,060.00
Total \$36,060.00	

EXHIBIT F

Attached hereto as Exhibit F is a copy of the invoice, dated January 12, 2005, which Plaintiff presented to Defendants.

Helsel Contracting

216 Power Avenue
Clearfield, PA 16830

Invoice

Date	Invoice #
1/12/2005	1188

Bill To
Hughes Engineering 606 Krebs Ave. Clearfield, PA 16830

Description	Amount
Balance of contract	36,060.00
Windows	6,300.00
Electric and plumbing	9,000.00
Third and fourth coats of stripper	4,000.00
Extra dumpsters	1,200.00
Additional bathroom with slop sink, plumbing, drywall, door, drop ceiling, fan/light heat combination	1,100.00
Removed old bathroom (including walls) and patched rotten floor in room 111	12,380.00
Striped silicone from flooring seams and patched rotten flooring after linoleum was removed on front porch	
Replaced trim on base of front porch columns	
Removed crown molding at eaves, trimmed roof shecting and rafter tails and installed 2 x 6's covered with aluminum fascia	
Due to condition of soffit, it was coved with vinyl instead of painted	
Put freeze board covered with aluminum was added around house portion	
New fascia board around the garage trimmed with aluminum	
Removed windows and door in Chris's's office and closed in same	
Repaired ceiling in Chris' office	
Pealed all the wallpaper off the walls and repaired the walls	
New door in cellar way	
A lot of little things	
Total	\$70,040.00

EXHIBIT G

Attached hereto as Exhibit G is a copy of the invoice, dated February 1, 2005, which Plaintiff presented to Defendants.

Helsel Contracting

216 Power Avenue
Clearfield, PA 16830

Invoice

Date	Invoice #
2/1/2005	1199

Bill To
Hughes Engineering 107 North Front St. Clearfield, PA 16830

Description	Amount
Balance owing on Invoice #1188	35,895.66
Replaced 2 additional windows in Library	425.00
On the second floor: Install used kitchen with the necessary plumbing and electric, new floor tile in the kitchen and entrance and fire door at the top of the steps as per agreement with Chris	2,830.00
Final billing on first floor office	2,500.00
Balance due upon receipt	
Total	\$41,650.66

EXHIBIT H

Attached hereto as Exhibit H is a true and correct copy of the itemization that Defendants set forth on the additional work that Plaintiff performed.

BREAK DOWN ON EXTRA'S FOR HUGHES OFFICE

Exterior

- Repaired rotten roof sheeting with sheeting salvaged from another job to keep cost down \$500.00
- Siding on the dormers was rotten in order to properly flash we sided the dormers and installed soffit and fascia to match the rest of the building \$1500.00
- Due to rotten lumber at the eave lines we trimmed the roof sheeting back and installed 2x 6 fascia boards covered with aluminum, vinyl soffit and freeze board covered with aluminum \$300.00
- The scrolls under the roof was painted with 2 colors instead of one \$160.00
- 2 addition coats of paint stripper to brick the test patches were approved and pried with 2 coats prior to contract
- Paint block on front porch \$320.00
- Painted stone capping on front porch \$ 40.00
- New base trim around all porch columns \$ 100.00
- Painted the porch 3 colors \$160.00
- Remove silicon found in porch floor seams after linoleum was removed
- Patch rotten spot in porch floor \$ 50.00
- Painted porch floor

Interior

Room 101

- Strip wallpaper and repair walls
- Laminate sill at sliding window instead of oak
- Shorten front window \$160.00
- Hand make window sills \$40.00
- Support transom window \$40.00
- Removed chair rail used as crown mold and patch ceiling \$40.00
- All new base shoe
- Painted radiator cover 2 colors \$20.00

Room 102

- Same window change as in room 101 \$40.00
- Repaired areas where ceilings were falling down
- Strip wallpaper and repair walls \$40.00
- Jacked up and braced floor under radiator \$40.00
- All new base shoe
- Removed chair rail used as crown mold and patch ceiling \$160.00
- Installed new chair rail \$ 60.00
- Painted radiator cover 2 colors \$20.00

Room 103	
• Trim and paint wallpaper around murals	
• Patched area of ceiling that was falling down	
• Hand made show base for around curves	
• Molding around fireplace	
• Refit doors in china closet	\$ 160.00
Room 104	
• Strip wallpaper and repair walls	
• Painted radiator cover 2 colors	\$ 20.00
Room 105	
• Closed off 3 windows	\$320.00
• Insulated where windows were, drywalled and sided exterior	\$160.00
• Closed of door, and painted exterior	\$160.00
• Repaired large hole in ceiling using rc-milled wood from closet, hole was hidden by dropped ceiling	\$160.00
• Stained glass removed form windows closed off and installed over remaining windows where stained glass was broken	\$80.00
• Made pieces of base board	\$80.00
• Painted radiator cover 2 colors	\$40.00
Room 106	
• Redrywalled wall	
• Repaired plumbing (part of plumbing contract)	
• Added sink base cabinet, sink and faucets	
• Drop ceiling (material only)	\$150.00
Room 107	
• Painted radiator cover 2 colors	\$20.00
• Installed book shelves (supplied by owner)	
Room 108	
• Move floor flange from toilet	\$80.00
Room 109	
• Replaced ceramic tile	\$160.00
• Door at the end of the end of hall	\$350.00
• Extensive ceiling repair in the hallway	
• Painted radiator cover 2 colors	\$20.00
Other areas	
• Removed trim and chair rail, wire mold and repaired wall up the stairs	\$160.00
• Made a restroom in the old laundry room, new fixtures, ceiling fan, mud sink, floor covering. (Agreed in letter)	

- New door
- Ran plumbing to second floor for a laundry upstairs \$160.00

- Room 111 in the restroom that was supposed to remain
- Removed rest room fixtures and walls (covered in letter)
- Repair rotted floor joists, rotted studs, rotted sub floor \$160.00
- Drywall
- Basement door \$350.00
- Painted walls to brighten room

- Room 112
- Everything that we did except the garage doors is extra- demolition was put in dumpster (never painted walls or erected garage doors. \$670.00)

Total \$6750.00

7250.00

EXHIBIT I

Attached hereto as Exhibit I is a true and correct copy of the itemization prepared by Plaintiff, showing the true and correct value of the additional work performed by Plaintiff.

Item descriptionExterior:

	Hughes	Ours
Repaired rotten sheeting with sheeting salvaged from another job	\$500.00	\$800.00
Siding on the dormers was rotten, flashed & sided dormers, soffitt, etc	\$1,500.00	\$2,000.00
Trimmed roof sheeting & installed 2 x 6 facia boards/alum. freeze/alum	\$300.00	\$4,000.00
Scrolls painted 2 colors	\$160.00	\$200.00
2 extra coats of stripper		\$4,500.00
Paint block on front porch	\$320.00	\$600.00
Paint stone capping on front porch	\$40.00	\$100.00
New base trim around columns	\$100.00	\$100.00
Painted porch 3 colors	\$160.00	\$500.00
Removed silicone from porch		\$100.00
Patch rotten spot in porch floor	\$50.00	\$100.00
Painted porch floor		\$150.00

Interior

Replacement windows throughout downstairs plus installation ★		\$7,800.00
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Room 101

Strip wallpaper and repair walls		\$500.00
Laminate sill at sliding window instead of oak		\$100.00
Shorten front window	\$160.00	\$300.00
Hand make window sills	\$40.00	\$40.00
Support transom windows	\$40.00	\$40.00
Remove chair rail used as crown mold and patched ceiling	\$40.00	\$85.00
All new base shoe		\$50.00
Painted radiator cover 2 colors	\$20.00	\$40.00

Room 102

Shorten front window	\$40.00	\$300.00
Handmade window sills		\$40.00
Support transom windows		\$40.00
Repaired areas where ceiling was falling down		\$300.00
Strip wallpaper and repair walls	\$40.00	\$300.00
Jacked up and braced floor under radiator	\$40.00	\$40.00
All new base shoe		\$75.00
Removed chair rail used as crown mold and patched ceilings	\$160.00	\$300.00
Installed new chair rail	\$60.00	\$60.00
Painted radiator cover 2 colors	\$20.00	\$40.00

Room 103

Trim and paint wallpaper around murals		\$500.00
Patched area of ceiling that was falling down		\$50.00
Handmade shoe base for around curves		\$20.00
Molding around fireplace		\$10.00
Refit doors in china closet	\$160.00	\$5.00

Room 104

Strip wallpaper and repair walls		\$200.00
Painted radiator cover 2 colors	\$20.00	\$40.00

Room 105

Closed off 3 windows	\$320.00	\$350.00
Insulated where windows were, drywalled and sided exterior	\$160.00	\$160.00
Closed off door and painted exterior	\$160.00	\$160.00
Repaired large hole in ceiling re-milled wood	\$160.00	\$200.00

Stained glass removed from windows & installed where broken
 Handmade pieces of baseboard
 Painted radiator cover 2 colors

\$80.00	\$100.00
\$80.00	\$80.00
\$40.00	\$40.00

Room 106

Redrywalled wall
 Repaired plumbing
 Added sink base cabinet, sink, faucets
 Drop ceiling

	\$1,150.00
	\$100.00
	\$300.00
\$150.00	\$200.00

Room 107

Painted radiator cover 2 colors
 Installed book shelves (supplied by owner)

\$20.00	\$40.00
	\$100.00

Room 108

Move floor flange for toilet

\$80.00	\$80.00
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Room 109

Installed ceramic tile
 Door at the end of the hall
 Extensive ceiling repair in the hallway
 Painted radiator cover 2 colors

\$160.00	\$250.00
\$350.00	\$350.00
	\$300.00
\$20.00	\$40.00

Other areas:

Removed trim and chair rail, wire mold, repaired wall up the stairs
 Made a restroom in the old laundry room, new fixtures, fan, mud sink,
 floor covering and new door
 Ran plumbing to second floor for a laundry room upstairs

\$160.00	\$1,800.00
\$160.00	

Room 111 is the restroom that was supposed to remain we had to:

Remove restroom fixtures and walls
 Repair rotted floor joists, rotted studs, rotted subfloor
 Drywall
 Basement door
 Painted room

\$160.00	\$200.00
\$350.00	\$350.00
	\$200.00
	\$100.00
	\$200.00

Room 112

Everything that we did except the garage doors is extra
 Demolition from garage was placed in our dumpster

<u>\$670.00</u>	<u>\$670.00</u>
\$7,250.00	\$31,945.00
	<u>\$8,165.85</u> OH/Profit
	\$40,110.85

EXHIBIT J

Attached hereto as Exhibit J is a true and correct copy of the letter from Defendants' attorney acknowledging that sum of money as being owed.

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN JR.
KIMBERLY M. KUBISTA
JOHN R. RYAN

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
FAX (814) 765-9893

April 26, 2005

Dwight L. Koerber, Jr., Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

RE: **Helsel vs. Hughes**

Dear Skip:

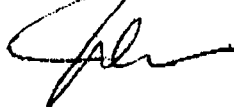
I forwarded your letter of April 22, 2005, to Richard Hughes. He has replied to me that he is no longer interested in conducting another meeting. He indicated that he is not interested in arguing about cost estimates with Mr. Helsel. His offer to resolve the matter for \$23,000.00 remains open. Otherwise, he has authorized me to tell you that he would prefer to litigate the matter.

He also said to tell you that they will be completing the building within the next thirty (30) days. Therefore, if you or Mr. Helsel wants to take any photographs of the premises before the final work is done, you should make arrangements to do so in the very near future.

We see no point in having another meeting on the 27th under the circumstances.

Very truly yours,

BELIN & KUBISTA



John R. Ryan

JRR/kdm

cc: Richard T. Hughes – via facsimile only (814) 765-8692

VIA FACSIMILE ONLY (814) 765-9503

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

Type of Pleading:
ACCEPTANCE OF SERVICE

Filed on Behalf of:
Plaintiff:
RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING

Counsel of Record for
This Party:

Dwight L. Koerber, Jr., Esquire
PA I.D. 16332

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED
013:15871
MAY 23 2005
4 cc
Dwight Koerber
@

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

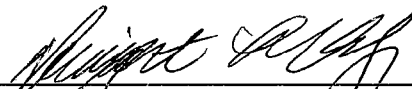
v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

ACCEPTANCE OF SERVICE

Attached hereto is the signed Acceptance of Service by John R. Ryan, Esquire on behalf of the Defendants in this case. Please place this Acceptance of Service in the docket.

Respectfully submitted,



Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff: Richard A. Helsel, t/d/b/a
Helsel Contracting

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

ACCEPTANCE OF SERVICE

I, the undersigned counsel for the Defendants, hereby accept service of the
Complaint filed in this matter on May 18, 2005, and certify that I am authorized to do so.



John R. Ryan, Esquire
Attorney for Richard T. Hughes, Catherine L.
Hughes, and Richard T. Hughes Engineering

Date: 5/19/05

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

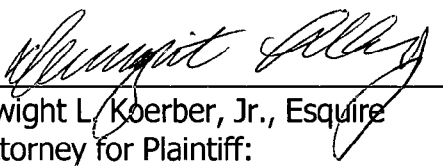
v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

CERTIFICATE OF SERVICE

I certify that on the 23rd day of May, 2005, the undersigned served a true and correct copy of the Acceptance of Service in the above-captioned matter upon counsel for the Defendants.. Such document was served by United States First Class Mail upon the following:

John R. Ryan, Esquire
BELIN & KUBISTA
15 North Front Street
P. O. Box 1
Clearfield, PA 16830



Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff:
Richard A. Helsel, t/d/b/a Helsel Contracting

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING,
Plaintiff

vs.

RICHARD T. HUGHES, CATHERINE L.
HUGHES, and RICHARD T. HUGHES,
t/d/b/a HUGHES ENGINEERING,
Defendants

No. 2005-722-CD

PRELIMINARY OBJECTIONS

Filed on behalf of

Defendants

Counsel of Record for
This Party:

John R. Ryan, Esquire
Attorney-At-Law
Pa. I.D. 38739

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED 3cc
01/10:41/28 Atty Ryan
MAY 26 2005 @

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING,
Plaintiff

vs.

No. 2005-722-CD

RICHARD T. HUGHES, CATHERINE L.
HUGHES, and RICHARD T. HUGHES,
t/d/b/a HUGHES ENGINEERING,
Defendants

PRELIMINARY OBJECTIONS

NOW COMES, Richard T. Hughes, Catherine L. Hughes, and Richard T. Hughes, t/d/b/a/
Hughes Engineering, Defendants above named, and by their Attorneys, Belin & Kubista, file
Preliminary Objections to the Complaint of Plaintiff as follows:

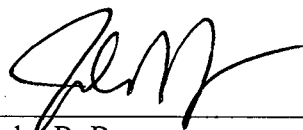
1. Plaintiff's Complaint at Count III sets forth a claim for damages pursuant to the Contractor and Subcontractor Payment Act.
2. Paragraphs 48 and 49 of Count III of the said Complaint refer to an "acknowledgment" on the part of the Defendants that they owe the Plaintiff the sum of \$23,000.00 and attach in support thereof a letter from Counsel for Defendants to Counsel for Plaintiff which is marked as Exhibit "J".
3. Said letter was clearly written in the context of settlement negotiations between the parties and counsel, and the "acknowledgment" as pleaded by Plaintiff is clearly a statement that a previous settlement offer remains open.
4. Said letter is clearly a part of settlement negotiations and is not subject to discovery nor is it admissible evidence of liability.

5. Accordingly, Paragraphs 48 and 49 of the Complaint, together with Exhibit "J", represent scandalous and impertinent matter, which as a matter of law require those items to be stricken by the Court pursuant to Pennsylvania Rule of Civil Procedure 1028 (a) (2).
6. Plaintiff's attempt to include these matters in his Complaint is outrageous, in bad faith, and obviously contrary to the well-established law of this Commonwealth.
7. As the result of Plaintiff's actions, Defendants have been put to the expense of preparing, filing and litigating these Preliminary Objections, all of which entitles them to an award of counsel fees pursuant to statute.

WHEREFORE, Defendants request that the Court enter an Order granting their Preliminary Objections, and granting them reasonable counsel fees incurred in the preparation, filing and litigation of said Objections.

Respectfully submitted,

BELIN & KUBISTA

A handwritten signature in black ink, appearing to read 'John R. Ryan', is written over a horizontal line.

John R. Ryan
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING,
Plaintiff

vs.

NO. 2005-722-CD

RICHARD T. HUGHES, CATHERINE L.
HUGHES, and RICHARD T. HUGHES,
t/d/b/a HUGHES ENGINEERING,
Defendant

CERTIFICATE OF SERVICE

Filed on behalf of
Defendants

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

CP FILED NO CC
01/31/08
MAY 27 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICHARD A. HELSEL, t/d/b/a
HESEL CONTRACTING,
Plaintiff

vs.

NO. 2005-722-CD

RICHARD T. HUGHES, CATHERINE L.
HUGHES, and RICHARD T. HUGHES,
t/d/b/a HUGHES ENGINEERING,
Defendant

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Preliminary Objections and a certified copy of Preaceipe for Argument on behalf of Defendants, in the above captioned matter on the following party by postage prepaid first-class United States mail, on the 27th day of May, 2005:

Dwight L. Koerber, Jr., Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830
Attorney for Plaintiff

BELIN & KUBISTA



John R. Ryan
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING,
Plaintiff

vs.

RICHARD T. HUGHES, CATHERINE L.
HUGHES, and RICHARD T. HUGHES,
t/d/b/a HUGHES ENGINEERING,
Defendants

No. 2005-722-CD

PREACIPE FOR ARGUMENT

Filed on behalf of

Defendants

Counsel of Record for
This Party:

John R. Ryan, Esquire
Attorney-At-Law
Pa. I.D. 38739

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

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MAY 26 2005

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Any Ryan

@

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING,
Plaintiff

vs.

No. 2005-722-CD

RICHARD T. HUGHES, CATHERINE L.
HUGHES, and RICHARD T. HUGHES,
t/d/b/a HUGHES ENGINEERING,
Defendants

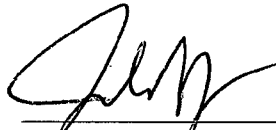
PRAECIPE FOR ARGUMENT

TO THE PROTHONOTARY:

Please transmit the foregoing Preliminary Objections to the Court Administrator for the scheduling of argument thereon pursuant to Local Rule of Court 1028 (c).

Respectfully submitted,

BELIN & KUBISTA



John R. Ryan

Attorney for Defendants

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

Type of Pleading:
MOTION FOR CONTINUANCE

Filed on Behalf of:
Plaintiff:
RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING

Counsel of Record for
This Party:

Dwight L. Koerber, Jr., Esquire
PA I.D. 16332

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED
JUN 24 2005

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Any koerber

BAK

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

MOTION FOR CONTINUANCE

COMES NOW, Dwight L. Koerber, Jr., Esquire, attorney for Plaintiff, and files the within Motion for Continuance.

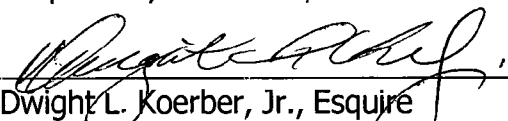
(1) Argument for Preliminary Objections is scheduled before this Honorable Court on July 18, 2005. Attached hereto is a copy of the Scheduling Order.

(2) During the week of July 17-23, 2005 the undersigned counsel, Dwight L. Koerber, Jr., Esquire, will be on vacation with his family in Ocean City, New Jersey, and therefore respectfully requests a continuance.

(3) John R. Ryan, Esquire, counsel for Defendants, has been consulted and he indicates that he does not object to the granting of a continuance for this reason.

Wherefore, Dwight L. Koerber, Jr., Esquire requests that a continuance be granted because of his family vacation plans.

Respectfully submitted,


Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff: Richard A. Helsel,
t/d/b/a Helsel Contracting

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

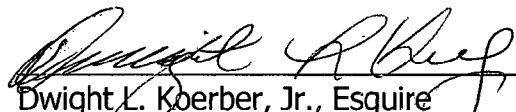
v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

CERTIFICATE OF SERVICE

I certify that on the 24th day of June, 2005, the undersigned served a true and correct copy of the Motion for Continuance in the above-captioned matter upon counsel for the Defendants.. Such document was served by United States First Class Mail upon the following:

John R. Ryan, Esquire
BELIN & KUBISTA
15 North Front Street
P. O. Box 1
Clearfield, PA 16830


Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff: Richard A. Helsel,
t/d/b/a Helsel Contracting

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

RICHARD A. HELSEL, t/d/b/a	:	NO. 2005-722-CD
HELSEL CONTRACTING,	:	
Plaintiff	:	
	:	
V.	:	
	:	
RICHARD T. HUGHES, CATHERINE L.	:	
HUGHES, and RICHARD T. HUGHES,	:	
t/d/b/a HUGHES ENGINEERING,	:	
Defendant	:	

ORDER

AND NOW, this 22nd day of June, 2005, upon consideration of the foregoing Preliminary Objections, a Rule is issued upon Plaintiff to appear and show cause why the relief requested therein should not be granted.

Rule made returnable the 18th day of July, 2005, at 10:00 o'clock A.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

/s/ Paul E. Cherry

PAUL E. CHERRY,
JUDGE

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUN 22 2005

Attest.

William D. Shaw
Prothonotary/
Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on Behalf of:
Plaintiff:
RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING

Counsel of Record for
This Party:

Dwight L. Koerber, Jr., Esquire
PA I.D. 16332

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED
03:17 PM 3CC
JUN 28 2005
By Dwight L. Koerber
William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

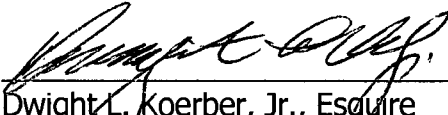
v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

CERTIFICATE OF SERVICE

I certify that on the 28th day of June, 2005, the undersigned served a true and correct copy of the Order granting a continuance in the above-captioned matter upon counsel for the Defendants. Such document was served by United States First Class Mail upon the following:

John R. Ryan, Esquire
BELIN & KUBISTA
15 North Front Street
P. O. Box 1
Clearfield, PA 16830



Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff: Richard A. Helsel,
t/d/b/a Helsel Contracting

CA

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

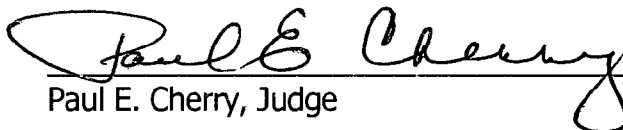
v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

ORDER

AND NOW, this 27th day of June, 2005, it is the ORDER of the Court
that a continuance is granted for the July 18, 2005 date for argument on Preliminary
Objections. Argument is scheduled for the 15th day of August, 2005, at
9:00 a.m./p.m. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

By the Court:


Paul E. Cherry, Judge

FILED 302
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JUN 28 2005
Amy Koerber
CR

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING,
Plaintiff

vs.

No. 2005 – 722 – CD

RICHARD T. HUGHES, CATHERINE L.
HUGHES, and RICHARD T. HUGHES,
t/d/b/a HUGHES ENGINEERING,
Defendants

**PRAECIPE TO WITHDRAW
PRELIMINARY OBJECTIONS**

Filed on behalf of:
Defendants

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

AUG 12 2005

013:40LC

William A. Shaw

Prothonotary/Clerk of Courts

3 CENT TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING,
Plaintiff

vs.

No. 2005 – 722 – CD

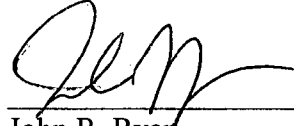
RICHARD T. HUGHES, CATHERINE L.
HUGHES, and RICHARD T. HUGHES,
t/d/b/a HUGHES ENGINEERING,
Defendants

PRAECIPE TO WITHDRAW PRELIMINARY OBJECTIONS

TO WILLIAM SHAW, PROTHONOTARY:

Please withdraw the Preliminary Objections filed May 26, 2005, in the above-captioned
action on behalf of Defendants.

BELIN & KUBISTA



John R. Ryan
Attorney for Defendants

CHARTERED, PENNSYLVANIA 10330

P.O. BOX 1

10 NORTH FRONT STREET

ATTORNEYS AT LAW

BELIN & KUBISTA

FILED

AUG 12 2005

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

Type of Pleading:
PRAECIPE FOR DISCONTINUANCE

Filed on Behalf of:
Plaintiff:
RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING

Counsel of Record for
This Party:

Dwight L. Koerber, Jr., Esquire
PA I.D. 16332

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 3002
01/31/24/2013 Cert. of
AUG 18 2005 Disc. to
Atty (m)
William A. Shaw
Prothonotary/Clerk of Courts
Copy
to CIA

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

PRAECIPE FOR DISCONTINUANCE

Please mark the docket in this proceeding as settled, discontinued and ended.

Respectfully submitted,



Dwight L. Koerber, Jr. Esquire
Attorney for Plaintiff: Richard A. Helsel,
t/d/b/a Helsel Contracting

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-722-CD

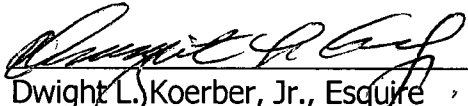
v.

Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

CERTIFICATE OF SERVICE


I certify that on the 18th day of August, 2005, the undersigned served a true and correct copy of the Praeipe for Discontinuance in the above-captioned matter upon counsel for the Defendants. Such document was served by United States First Class Mail upon the following:

John R. Ryan, Esquire
BELIN & KUBISTA
15 North Front Street
P. O. Box 1
Clearfield, PA 16830


Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff: Richard A. Helsel,
t/d/b/a Helsel Contracting

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

Richard A. Helsel
Helsel Contracting

Vs.

No. 2005-00722-CD

Richard T. Hughes
Catherine L. Hughes
Hughes Engineering

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 18, 2005, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Dwight L. Koerber, Jr., Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of August A.D. 2005.

William A. Shaw, Prothonotary